



# The King David School Agreement 2023

Your IEU-negotiated Agreement  
covering your pay and conditions



# 7 improvements in the King David School Agreement 2023

## UNITED STAFF

For the first time, all employees are covered under the same agreement, giving all staff access to more common entitlements (e.g. sick leave) and providing greater transparency for all.

## ABOVE-INDUSTRY PAY RISE

The school agreed to increase salaries and allowances by 3% for each year of the Agreement, from 2023. This means that King David School staff will be further ahead of their counterparts in government and Catholic schools than they were in 2022.

## INDUSTRY-LEADING PARENTAL LEAVE

Employees at King David School now have the most generous parental leave provisions of any school in Victoria, possibly Australia! Every primary carer can access two years of parental leave of which twenty weeks are paid at full pay and a further 26 weeks of superannuation is paid on half a year of unpaid leave. Your right to return part-time after your leave is unaffected.

## LONGER HOLIDAYS FOR EARLY LEARNING CENTRE EDUCATORS

The school will no longer deduct annual leave during periods of school shutdown. This equates to an increase of almost 50% in the amount of annual leave for each educator, which can then be accessed at other times during the school year. In addition, educators are entitled to overtime when parents are late picking up their children.

## INCREASED CAMP PAYMENTS

In addition to the \$100 per night camp allowance, staff who attend certain camps will be eligible for a rest day on their return, at a time to be negotiated and agreed with the school depending on your class allocation. This and other allowances increase by the same percentage as salaries each year.

## A SHORTER WORKING WEEK

General staff now only work 37.5 hours per week full-time (down from 38) without loss of salary. 7.5 hours a day is far easier to understand in relation to start, finish and break times.

## NOTICE PERIOD

From now on, staff who provide short notice of their resignation can leave without being hit with a hefty financial penalty. This makes it easier for employees to consider alternative employment, thereby facilitating greater career progression and financial security.





# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The King David School Holdings Ltd**  
(AG2022/5131)

## THE KING DAVID SCHOOL AGREEMENT 2023

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 20 DECEMBER 2022

*Application for approval of The King David School Agreement 2023.*

[1] An application has been made for approval of a multi-enterprise agreement known as *The King David School Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The King David School Holdings Ltd (Employer). The Agreement is a single enterprise agreement.

[2] The employer has provided a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the agreement.

[3] Subject to the undertaking referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 December 2022. The nominal expiry date of the Agreement is 26 December 2025.

The image shows a handwritten signature in cursive script, which appears to be 'Dee', positioned to the left of a circular official seal. The seal features the text 'THE SEAL OF THE FAIR WORK COMMISSION' around its perimeter and a central emblem depicting a shield supported by two figures, with the motto 'AEQUITAS' below it.

DEPUTY PRESIDENT

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Annexure A

THE KING DAVID SCHOOL



Modern | Thinking | Judaism

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:** AG2022/5131

**Applicants:**

The King David School Holdings Ltd  
The King David School ELC Limited

Section 185 – Application for approval of a single enterprise agreement

**Undertakings- Section 190**

I, Marc Light, Principal of The King David School Holdings Ltd (ACN 005 454 704) and The King David School ELC Limited (ACN 614 135 787) give the following undertakings with respect to the King David School Agreement 2023 - 2025 ("the Agreement")

1. The rates of pay for casual teachers will be equal to or greater than the rate prescribed in clause 17.5 of the Educational Services (Teachers) Award 2020.
2. No Teachers will be employed under the Agreement to perform work in an Early Learning Centre which operates for 48 or more weeks per annum.

Signed for and on behalf of The King David School Holdings Ltd and The King David School ELC Limited

Marc Light  
Principal  
19 December 2022

**Early Learning Centre & Junior School**  
Pre-Kindergarten, Junior & Senior Kindergartens  
Prep - Year 5  
373 Dandenong Road, Armadale VIC 3143  
T: (03) 9291 7979

**Senior School**  
Years 6 - 12  
517-519 Orrong Road, Armadale VIC 3143  
T: (03) 9291 7900

**Administration**  
529 Orrong Rd, Armadale VIC 3143 Australia  
T: (03) 9291 7900  
W: [www.kds.vic.edu.au](http://www.kds.vic.edu.au)  
The King David School ABN 37 411 684 705

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

# **THE KING DAVID SCHOOL AGREEMENT 2023 – 2025**

The King David School Agreement 2023-2025

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## The King David School Agreement 2023-2025

### PART 1 - APPLICATION AND OPERATION

#### 1. TITLE

This Agreement is to be known as The King David School Agreement 2023 (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

#### 2. COMMENCEMENT AND PERIOD OF OPERATION

2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is three years from the operative date.

#### 3. DEFINITIONS AND INTERPRETATION

Act	means the Fair Work Act 2009 (Cth) or its successor
Awards	means the Educational Services (Teachers) Award 2020 and the Educational Services (General) Award 2020
Council	means the governing body of The King David School
Early Childhood Educator	means a person who is employed in the Early Learning Centre who performs general duties and duties with children in the Centre under the general direction of the Room Leader or in the Kindergarten under the general direction of an Early Childhood Teacher.
Early Childhood Teacher	means a person who has completed undergraduate qualification of not less than four years in early childhood education and who is employed to teach three-, four- and/or five year old children in the Early Learning Centre
Employee	means a person covered by this Agreement
Employer	means The King David School Holdings Ltd (ACN 005 454 704) trading as The King David School
FVPA	means the Family Violence Protection Act 2008 (Vic)
FWC	means the Fair Work Commission or its successor
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement and who is employed in one of the following functional service areas: <ul style="list-style-type: none"><li>• Classroom support services: principal duties being to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students;</li></ul>

## The King David School Agreement 2023-2025

	<ul style="list-style-type: none"> <li>• Curriculum/resources services: principal duties being to support the operation of curriculum-related services, such as those provided by the library, laboratory or technology centre;</li> <li>• Early Learning Centre/Childcare Services: principal duties being to work with children in the early learning centre, childcare centre and/or outside school hours care program operated by the School (other than a qualified Early Childhood Teacher);</li> </ul>
Immediate family	<p>means</p> <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis regardless of gender,</li> <li>• a child includes an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner</li> </ul>
LSL Act	means the Long Service Leave Act 2018 (Vic) or its successor
Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
National Employment Standards	means Part 2-2 (the National Employment Standards) as contained in the <i>Fair Work Act 2009</i> (Cth.)
Non-term weeks	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students in K-12. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools, unless arrangement for a lesser period is made with an individual Teacher from time to time.
Principal	means the person employed as the Principal of The King David School or the Principal's nominee
School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) (or its successor) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called

## The King David School Agreement 2023-2025

School year	means the period of 12 months commencing from the day the Employees are required to attend the School for the new educational year, as determined by the School, and includes Term weeks and Non-term weeks
Student Supervision	means the hours that the Early Childhood Teacher is required to supervise students in the School's Kindergarten Program. The Student Supervision hours exclude non-supervisory duties such as preparatory, administrative and associated responsibilities
Teacher	means a School Teacher and an Early Childhood Teacher, unless separately specified
Term weeks	means the weeks, or part thereof, in the K-12 School year that students are required to attend school and designated student free days as set out in the school calendar of the School
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the Education and Training Reform Act 2006 (Vic) or its successor
WIRC Act	means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic). or its successor

#### 4. PARTIES BOUND

##### 4.1 This Agreement covers:

- the Employer;
- Teachers;
- Early Childhood Educators and;
- General Staff Employees, as defined by cl.3 – Definitions and interpretations.

This Agreement does not cover:

- a Principal;
- a Vice-Principal, Head of School, Chief Operating Officer; Director of Jewish Life & Learning; Director of Digital Engagement;
- any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the Fair Work Regulations 2009 (Cth) from time to time.

#### 5. RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all modern awards which would otherwise apply to Employees covered by this Agreement including but not limited to the Awards.

#### 6. NO EXTRA CLAIMS

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2 hereof.

## The King David School Agreement 2023-2025

### 7. NATIONAL EMPLOYMENT STANDARDS

- 7.1 Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

### 8. AGREEMENT FLEXIBILITY

- 8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the Agreement deals with one or more of the following matters:
- a) arrangements about when work is performed;
  - b) overtime rates;
  - c) penalty rates;
  - d) allowances;
  - e) leave loading; and
  - f) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
  - g) the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under s.172 of the Act; and
  - b) are not unlawful terms under s.194 of the Act; and
  - c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement *was made*.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the Employer and Employee; and
  - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d) includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - e) *states the day on which the arrangement commences*.
- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving 28 days' written notice to the other party to the arrangement; or
  - b) if the Employer and Employee agree in writing — at any time.

## PART 2 - CONSULTATION AND DISPUTE RESOLUTION

### 9.1 Consultation

- a) The purpose of this clause is to ensure that each workplace engages in consultation over matters affecting workloads and the arrangement of work.
- b) The Parties acknowledge that staff morale and Employee job satisfaction is enhanced where the views of all Employees are taken into account before decisions are made. The aim of this Agreement is to establish workplace consultative arrangements that ensure the Employer makes decisions in a framework that enables staff to have input into decisions that affect their working life.
- c) Consultation means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus.
- d) For the purpose of this clause, the Parties adopt the following comments made by Smith C. in CPSU, the Community and Public Sector Union v Vodaphone Network Pty Ltd (Print PR911257) "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker ... Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals."

### 9.2 This clause applies if the Employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

In this clause: relevant Employees means the Employees who may be affected by a change referred to in cl.9.2(a) or (b).

### **Consultation regarding major workplace change**

#### 9.3 For a major change referred to in cl.9.2(a):

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) cl.9.3 to 9.10 apply.

#### 9.4 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

#### 9.5 If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
- b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

## The King David School Agreement 2023-2025

- 9.6 As soon as practicable after making its decision, the Employer must:
- a) discuss with the relevant Employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the Employees; and
    - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the Employees; and
    - iii. any other matters likely to affect the Employees.
- 9.7 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.9 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.3(a) and cl.9.4 and 9.6 are taken not to apply.
- 9.10 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.

### **Consultation about changes to regular roster or hours of work**

- 9.11 For a change referred to in cl.9.2(b):
- a) the Employer must notify the relevant Employees of the proposed change; and
  - b) cl.9.12 to 9.16 apply.
- 9.12 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.13 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
  - b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

## The King David School Agreement 2023-2025

- 9.14 The Employer must:
- a) discuss with the relevant Employees the introduction of the change; and
  - b) for the purposes of the discussion, provide to the relevant Employees in writing:
    - i. information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.16 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.17 For the purposes of cl.9.12 to 9.16, the Employer's educational timetable in respect of academic classes and student activities, which:
- a) may operate on a term, semester or a School year basis, and
  - b) ordinarily changes between one period of operation and the next, and
  - c) may change during the period of operation,  
is not a regular roster.
- 9.18 However, where a change to the Employer's educational timetable directly results in a change:
- a) to the number of ordinary hours of work of an Employee, or
  - b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
  - c) to the days over which the Employee is required to work,  
cl.9.12 to 9.16 will apply.

In this clause: relevant Employees means the Employees who may be affected by a change referred to in cl.9.2.

## 10 DISPUTE RESOLUTION PROCEDURE

- 10.1 If a dispute relates to:
- a) a matter arising under the Agreement; or
  - b) the NES;
- this clause sets out procedures to settle the dispute.
- 10.2 FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.
- 10.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

## The King David School Agreement 2023-2025

- 10.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and relevant supervisors and/or management.
- 10.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 10.6 FWC may deal with the dispute in two stages:
- a) FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
  - b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
    - i. in relation to the NES, arbitrate the dispute, or
    - ii. in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.
- Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 10.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
    - iii. the work is not appropriate for the Employee to perform; or
    - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.



## **PART 3 - CONDITIONS FOR ALL EMPLOYEES**

### **11. MINIMUM EMPLOYMENT PERIOD**

- 11.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 11.2 If the Employer is to terminate the employment of an Employee during the six month minimum employment period, the Employer does not need to provide the relevant notice of termination in clauses 50 (Termination of Employment – Teachers) and 58 (Notice of Termination- General Staff) by the Employer, and does not need to comply with CI 30 – Performance and Conduct Management, or any due process, performance or conduct management policies or procedures in place from time to time or.
- 11.3 If the Employer is to terminate the employment of an Employee within the six month minimum employment period, the Employee is entitled to four (4) weeks' notice, in writing, wholly within the one school term or payment in lieu of notice.
- 11.4 If the Employee is to resign within the six month minimum employment period, then the Employee is required to give the same notice required of the Employer in 11.3 above, with the notice given in writing.

### **12. ANNUAL LEAVE**

- 12.1 Annual leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 12.2 Clauses 46 (Annual Leave Teachers) and Clause 62 (Annual Leave General Staff) provide further details on conditions related to annual leave.

### **13. PERSONAL/CARER'S LEAVE**

- 13.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 13.2 An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 13.3 For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service which accrues progressively during service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's ordinary hours of work.
- 13.4 Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
- a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
  - b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,
- provided that:
- i. the notice and evidentiary requirements are met, and
  - ii. any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.

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- 13.5 Paid personal leave is taken due to a personal illness or injury.
- 13.6 Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 13.7 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.8 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.9 **Notice and evidentiary requirements**
- a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
  - b) An Employee is entitled to personal/carer's leave provided that:
    - i. the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
    - ii. the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday or a Jewish holiday for which the School is closed to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;
    - iii. the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

## 14 PUBLIC HOLIDAYS

- 14.1 Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2 Payment for work on a public holiday
- A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

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- 14.3 Substitution of public holidays
- a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
  - b) By agreement between the Employer and a majority of Employees, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
  - c) The agreement made pursuant to cl.14.3(a) or (b) will be recorded in writing and made available to the affected Employee/s.
  - d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

during a period of Non-Term Time for Teachers or for a General Employee who takes leave without pay during non-term weeks do not create an additional entitlement.

- 14.4 Public holidays that occur during a period of Non-Term Time for Teachers or for a General Employee who take leave without pay during non-term weeks do not create an additional entitlement.

## 15 FAMILY VIOLENCE LEAVE

- 15.1 Unpaid family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

### 15.2 Leave entitlement

- 15.2.1 A teacher subject to family violence is entitled to ten days per year of paid family violence leave for the purpose of:
- a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - b) relocation or making other safety arrangements; or
  - c) other activities reasonably associated with the experience of family violence.

- 15.2.2 Family violence leave may be taken as consecutive or single days, including half days.

- 15.2.3 Family violence leave is not cumulative from year to year.

### 15.3 Notice and Evidentiary Requirements

- 15.3.1 The teacher shall give notice to the Principal as soon as reasonably practicable of the teacher's request to take family violence leave.
- 15.3.2 The teacher must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 15.2.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.
- 15.3.3 The teacher will not place the documentary evidence provided under clause 15.3.2 on the teacher's file, unless expressly permitted by the teacher. Instead, the Employer may place a note on the teacher's file confirming:
- a) the dates that family violence leave was taken; and
  - b) that documentary evidence was sighted by the Employer.

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- 15.3.4 Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

### **15.4 Support**

- 15.4.1 A teacher experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

## **16 COMPASSIONATE LEAVE**

- 16.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2 An Employee may take:
- a) up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.
  - b) In addition to the entitlement in 30.2.a, an Employee is entitled to use up to two (2) days of the Employee's accrued personal/carer's leave entitlement on each occasion when a member of the Employee's immediate family or household dies.
- 16.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 16.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

## **17 COMMUNITY SERVICE LEAVE**

Community service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

## **18 JURY SERVICE LEAVE**

- 18.1 An Employee, if required to appear and/or serve as a juror will be entitled to be granted paid leave for the period during which attendance at court is required.
- 18.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 18.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 18.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 18.5 Following the conclusion of the jury service, employees are obliged to pay the school the full amount of any money received by the employee from the court.

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### 19 LONG SERVICE LEAVE

- 19.1 Long service leave is provided by the NES except where this Agreement provides ancillary or supplementary terms.
- 19.2 Clauses 49 and 64 provide further details on conditions related to long service leave

### 20 PARENTAL LEAVE

- 20.1 Parental leave is as provided in the NES. This clause supplements the NES provisions.
- 20.2 Basic entitlement

An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave in relation to the birth or adoption of a child. For the avoidance of doubt, an employee is not entitled to request a further amount of parental leave in excess of 24 months, in relation to the same child

#### 20.3 Superannuation

- i. The Employer will pay the Employee superannuation contributions made in respect of the period of the employee's parental absence for which they are the primary caregiver which occurs on or after the commencement of this agreement.
- ii. The quantum of superannuation contributions payable under this clause will be calculated based on: -
  - a. twenty (20) weeks of paid parental leave during the employee's parental absence for which they are the primary caregiver;
  - b. twenty-six (26) weeks of unpaid parental leave during the employee's parental absence for which they are the primary caregiver;
  - c. the employee's normal rate of pay; and
  - d. the applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made;
  - e. payments will be made fortnightly in the normal pay cycle from the commencement of paid parental leave.

#### 20.4 Right to request flexible work arrangements

- a) An Employee entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to return to work from a period of parental leave on a part-time basis until the child reaches five (5) years of age or school age, whichever applies first, to assist the Employee to reconcile work and parental responsibilities.
- b) An application pursuant to cl.19.3(a) must be made as soon as possible but not less than four weeks prior to the date upon which the Employee is due to return to work from parental leave. The School would appreciate one term's notice to facilitate planning.
- c) The Employer will consider any request made pursuant to this clause having regard to the Employee's parental responsibilities, and may only refuse on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- d) An Employee's request and the Employer's decision must be in writing, and be in accordance with the NES.

#### 20.5 Variation of period of parental leave

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Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.

- 20.6 An Employee replacing an employee granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.

## **21 PAID PARENTAL LEAVE**

### **21.1 Application**

- 21.1.1 This clause does not apply to a casual or fixed-term Employee
- 21.1.2 This clause applies to a full-time or part-time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.20 - Parental leave.
- 21.1.3 The payments in cl. 21.1 and 21.2:
- i. are not payable during a period of paid leave;
  - ii. are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
  - iii. are paid at the Employee's ordinary rate of pay; and
  - iv. are payable to one Employee only, where the Employer employs both parents of the child.

### **21.1 Birth-related leave and adoption-related leave**

- a) An Employee will be entitled to twenty (20) weeks of leave with pay, inclusive of annual leave accrued during the paid parental leave period, to be the primary caregiver, provided the leave is taken preceding or immediately after the birth/placement of the child.
- b) If the Employee takes less than twenty (20) weeks of leave with pay, the Employee will be paid for the period of leave taken.
- c) The period of leave with pay comprises paid birth-related leave/adoption related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

### **21.2 Partner leave**

An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave will be entitled to 4 weeks' of leave with pay, provided the leave is taken within 8 weeks of the birth/placement of the child.

## **22 LEAVE WITHOUT PAY**

Leave without pay is not an entitlement. An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks, except for the purposes of long service leave as applicable.

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### **23 INFECTIOUS DISEASES LEAVE**

**23.1** An Employee who is suffering from one of the infectious diseases:

- Chickenpox;
- Hand, Foot and Mouth;
- German measles;
- Hepatitis;
- Measles;
- Mumps;
- Rheumatic fever;
- Scarlet fever;
- Whooping cough; or
- Any communicable disease that is notified by the Chief Medical Officer and is reasonably believed to have been contracted at School

will be granted up to 5 days special infectious diseases leave per year (non-accruable) without deduction of pay provided that the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the school and the disease is evident in the school.

**23.2** The Employee must, at the request of the Employer produce a medical certificate **from** a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

### **24 EXAMINATION LEAVE**

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

### **25 QUALIFICATION CONFERRAL LEAVE**

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

### **26 BREAKAGE AND LOSS**

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

### **27 MEAL ALLOWANCE**

The Employer will provide the Employee with a meal should the Employer require an Employee to remain at school continuously until after 7pm on any day.

### **28 PROTECTIVE CLOTHING**

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for the cost of purchase or cleaning costs

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### **29 TUITION FEE DISCOUNT**

- 29.2 An Employee, other than a casual or fixed term employee, whose child or children attend the School or Preschool, is entitled to a tuition fee discount of 25 per cent.
- 29.3 In order to be eligible for a tuition fee discount, an Employee must:
- a) pay the application and enrolment fee in full prior to the commencement of enrolment; and
  - b) pay the discounted tuition fees via automatic salary deduction.
- 29.4 Additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition, excursions, outside school hours care, security levy, etc
- 29.5 Tuition fee discounts do not apply to any other services, such as outside school hours care.
- 29.6 The tuition discount cannot be taken in conjunction with fee relief, (where an Employee is eligible for fee relief), or a scholarship (where a scholarship has been accepted on behalf of the Employee's child). The Employee may choose to accept the higher of the three alternatives; but no combination thereof.
- 29.7 Discount will cease in the event of default of payment of general tuition fees or additional charges for extras.

### **30 PERFORMANCE AND CONDUCT MANAGEMENT**

#### **30.1 Application**

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- a) where a Employee's employment is terminated during the minimum employment period pursuant to Cl 11;
- b) for a casual Employee

#### **30.2 Performance Management**

- a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
  - i. the Employer's concern(s) with the Employee's performance;
  - ii. the time, date and place of the first formal meeting to discuss the Employee's performance;
  - iii. the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
  - iv. the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns



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- c) Formal performance management meetings will
  - i. include discussion of the Employer's concerns with the Employee's performance;
  - ii. give the Employee an opportunity to respond to the Employer's concern(s);
  - iii. include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - iv. include documentation, where appropriate; and
  - v. set periods of review, as appropriate.
- d) If, following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

### 30.3 Conduct Management Procedure

- a) Where the Employer is considering termination of employment for reasons related to a Employee's conduct, the Employer will implement the procedure in this clause

The Employer will advise the Employee of:

- i. the Employer's concern with the Employee's conduct;
  - ii. the time, date and place of the meeting to discuss the Employee's conduct;
  - iii. the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
  - iv. the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.
- b) The formal conduct management meeting(s) will:
    - i. include discussion of the Employer's concern with the Employee's conduct; and
    - ii. give the Employee an opportunity to respond to the Employer's concerns
  - c) Concerns with an Employee's conduct may be resolved by:
    - i. summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
    - ii. issuing the Employee with a warning or a final warning in writing;
    - iii. terminating the employment of the Employee in accordance with the relevant notice provision; or
    - iv. other action, appropriate to the situation.

### 30.4 Suspension

Notwithstanding any of the provisions in this Agreement, the Employer may suspend an Employee with pay while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal.

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### 31. REDUNDANCY

31.1 Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES. The following redundancy pay scale will apply instead of the provisions in the NES:

<b>Period of continuous employment</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years or greater	2 weeks' pay per year of service pro rata to a maximum total of 26 weeks' pay

31.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

31.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

31.4 Job search entitlement

An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

31.5 Part-time Employees

If a part-time Employee's hours are reduced, without their consent, by more than 25%, then the Employee will be entitled to the provisions of this clause.

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### **32 PAYMENT OF SALARY**

- 32.1 Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.
- 32.2 Salary increases will be implemented from the first full pay period after an Employee returns to work at the commencement of each school year.

### **33 REMUNERATION PACKAGING**

- 33.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 33.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

### **34. SUPERANNUATION**

#### **34.1 Superannuation legislation**

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. Should an Employee not nominate a complying superannuation fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the Employee does not have a stapled superannuation fund, the Employer's default superannuation fund applies. The Employer's default fund is Non-Government Schools Superannuation Fund (NGS) or its successor fund.

- a) The rights and obligations in these clauses supplement those in superannuation legislation.

#### **34.2 Employer contributions**

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Assistant.

#### **34.3 Voluntary employee contributions**

- a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.34.2.
- b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- c) The Employer must pay the amount authorised under cl.34.3(a) and cl 34.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.34.3(a) and cl 34.3(b) was made.

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- d) Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.34.2.
- e) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- f) The Employer must pay the amount authorised under cl.34.3(a) and cl 34.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.34.3(a) and cl 34.3(b) was made.

### **35 ACCIDENT PAY**

- 35.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the WIRC Act, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks.
- 35.2 If an Employee is absent from work because of a personal illness or injury for a period of six months or more, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
  - paid personal/carer's leave.
- 35.3 The Employee is not entitled to any payment or benefit in respect of any Non Term weeks which fall during the period that the Employee is in receipt of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)

### **36 WORKPLACE CONSULTATIVE COMMITTEE**

- 36.1 The purpose of the Workplace Consultative Committee is to serve as a communication forum to enable the views of the Employees on a range of issues to be considered by the Principal: As the Committee's purpose is to consult and to communicate, it holds no decision making authority
- 36.2 The membership of the Consultative Committee will comprise:
  - the Principal and two (2) nominees of the Principal; and
  - three Teacher representatives elected annually by the Teachers employed by the School who shall represent all Teachers at all campuses of the School.
  - three General Staff representatives elected annually by the General Staff employed by the School who shall represent all General Staff at all campuses of the School.
- 36.3 Elected representatives to the Committee are not entitled to an additional monetary allowance or further time release.
- 36.4 The Consultative Committee will meet as required, however, a minimum of once each semester at times outside of school hours. Meetings will be minuted.
- 36.5 The Committee will consult over any matters of significance referred to it (either by Employees or the School Principal) including but not limited to:
  - Matters arising regarding the implementation of this Agreement,
  - Interpretation of this Agreement,
  - School policies and procedures impacting on staff,
  - Health and Safety,
  - Initiatives and future directions

## PART 4 - CONDITIONS FOR TEACHERS

### 37 TYPES OF EMPLOYMENT

37.1 Teachers will be employed in one of the following categories:

- full-time employment;
- part-time employment;
- casual employment; or
- fixed term employment.

### 37.2 Terms of engagement

- a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Teacher's face-to-face teaching load, details of their co/extracurricular commitment and duties and details for how the annual leave loading will be paid
- b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that the Teacher's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

### 37.3 Full-time employment

A full-time Teacher is engaged to work an average of 37.5 ordinary hours per week.

### 37.4 Part-time employment

- a) A part-time School Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time School Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School
  - i. The pro rata annual salary is calculated using the following formula. For the purpose of this formula:

A Full Time School Teacher's Face-to-Face Teaching hours are deemed to be 22 hours primary and 18 hours secondary.

$$\frac{\text{hours of Face-to-Face Teaching}}{\text{hours of Full Time Teacher's Face-to-Face Teaching}} \times \text{annual salary}$$

- b) A Part Time Early Childhood Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of student supervision hours prescribed for the part-time Early Childhood Teacher from time to time by the usual number of face-to-face student supervision hours prescribed for a full-time Early Childhood Teacher in the School.

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- i. The pro rata annual salary is calculated using the following formula. For the purpose of this formula:

A Full Time Early Childhood Teacher Hours of Student Supervision are deemed to be 25 hours

$$\frac{\text{hours of Student Supervision}}{\text{hours of Full Time Early Childhood Teacher's Student Supervision}} \times \text{annual salary}$$

- c) A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher
- d) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- e) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing four weeks' notice in writing in, or where the change would result in a reduction in salary, the salary is maintained for a period of four weeks.
- f) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of Cl. 31 - Redundancy.
- g) A Part Time Teacher who agrees to work additional day/s or hours of Face-to-Face Teaching or Student Supervision, as relevant, in their normal role, will be paid as per their standard pay level and accrue entitlements accordingly
- h) A Part-Time teacher employed to work as an emergency teacher will be paid the casual emergency teacher rate of pay.

### 37.5 Casual employment

- a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive Term weeks.
- b) A casual engagement may be extended by agreement between the Employer and the casual Teacher provided the total period of the engagement does not exceed one school term.
- c) A casual teacher, will be engaged for a half day or a full day. These rates of pay incorporate a loading in lieu of paid leave entitlements.
- d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
- Accident Make Up Pay;
  - Annual leave;
  - Annual leave loading;
  - Examination leave;
  - Family Violence leave
  - Infectious Diseases leave;
  - Jury Duty
  - Notice of termination of employment;
  - Performance & Conduct Management;
  - Redundancy;
  - Remuneration packaging;
  - Paid Compassionate leave;
  - Paid Parental leave;
  - Paid Personal/Carer's leave;
  - Pro rata payment of salary inclusive of annual leave;
  - Qualification conferral leave;
  - Tuition fee discount

## The King David School Agreement 2023-2025

### 37.6 Fixed Term employment

- a) The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:
  - i. To replace one or more Teachers who are on leave; temporarily performing other duties; or whose employment has terminated after the commencement of the School Year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
  - ii. undertake a specified task which has a limited period of operation; or
  - iii. to undertake a specified project for which funding has been made available;
- b) A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.
- c) Subject to clause 11 – Minimum Employment Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clauses 50 – Termination of Employment.
- d) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement
  - Examination leave;
  - Notice of termination (where the date of cessation of employment is stated at the time of appointment);
  - Redundancy;
  - Paid Parental leave;
  - Qualification conferral leave;
  - Tuition fee discount

### 38 HOURS OF WORK

- 38.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 38.2 The ordinary hours of work for a Full Time Teacher are 37.5 hours per week averaged over a period of 12 months. The averaging period will be the School Year.

The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 38.3 This clause does not apply to a Teacher, including a Teacher appointed as a Director, employed in the Early Learning Centre which operates for 48 or more weeks per year, who is covered by the provisions of the Educational Services (Teachers) Award 2020.
- 38.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 38.4 Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.

## The King David School Agreement 2023-2025

38.5 The Employer will determine the ordinary full time Face-to-Face Teaching or Student Supervision hours per week and the professional duties to be allocated to the Teacher. Where the Face-to-Face Teaching or Student Supervision hours fall below the maximum allotment, the Employer may direct the Teacher to undertake other duties commensurate with the Teacher's skills and qualifications.

38.6 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

### 38.7 **Teacher in first year of teaching**

The Employer will assign a Teacher in the School Educational Program, who has provisional registration or Permission to Teach with the Victorian Institute of Teaching and is in the first year of employment as a teacher, up to two hours less Face-to-Face Teaching duties and/or duties than the average Full Time Teacher

## 39 **DUTIES OF A TEACHER**

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

## 40 **RECOGNITION OF PREVIOUS SERVICE**

- a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and teaching experience. Teaching experience does not include:
  - i. employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program); or
  - ii. employment in an English Language School
- b) Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year;
- c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 180 full casual days in.
- d) In the case of an Early Childhood Teacher, the following will count as service:
  - i. teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
  - ii. teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
  - iii. service as a lecturer in Early Childhood Education or Child Development, as a Child Development Officer or equivalent; and
  - iv. service as a Diploma Qualified Childcare Worker, at the rate of one year for every three years' service up to a maximum of four years.
  - v. teaching experience does not include experience gained overseas before being conferred with the requisite Australian qualifications. Deleted per Claim A14 Deleted per Claim A14



## The King David School Agreement 2023-2025

### 41. EVIDENCE OF QUALIFICATIONS

- a) The Employer may require that a Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- b) Acquisition of additional qualifications
  - i. A three, four, or five year trained teacher, who acquires additional qualifications relevant to the Teacher's position of employment with the School, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study).
  - ii. A Teacher is required to notify the Employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript of results.
  - iii. The advancement will take effect:
    - from the commencement of the next School Year where the Teacher gains the qualification at the end of the tertiary year, or
    - immediately from the notification of attainment, with the Teacher's original anniversary date retained, where the Teacher gains the qualification during the year.
  - iv. Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification.

### 42. CLASSIFICATIONS

The Employer will classify a Teacher in accordance with Schedule A - Teacher Classifications.

### 43. SALARIES

A Teacher is entitled to be paid salary in accordance with Schedule A -Classifications and Schedule B –Salaries

### 44. ALLOWANCES

#### 44.1 Position of Responsibility Allowance

The School has developed a Position of Responsibility Process which is available to all teachers. The Position of Responsibility Process is not incorporated into this Agreement.

- a) Eligibility
  - i. A Position of Responsibility (POR) allowance may be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
  - ii. An allowance is linked to a POR rather than tied to an individual Teacher.
  - iii. The Principal determines who holds a position that is eligible for a POR allowance.

## The King David School Agreement 2023-2025

### b) Notification

- i. The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- ii. The Principal will advise the Teacher of the level to which the position equates.

## 44.2 Vehicle Allowance

A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:

- i. Motor car  
\$0.92 per kilometre with a maximum payment up to 400 kms per week.
- ii. Motorcycle  
\$0.31 per kilometre with a maximum payment up to 400 kilometres per week.

a) The allowance is not payable for inter-campus travel.

b) The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

## 45 BREAKS

An Employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

## 46 ANNUAL LEAVE

Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

### 46.1 Timing of annual leave

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer

### 46.2 Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

## 47 PRO RATA PAYMENT OF SALARY INCLUSIVE OF ANNUAL LEAVE

47.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

47.2 The provisions of this clause will apply:

- a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- b) in the calculation of payment in regard to pro rata salary if:
  - i. a Teacher commenced employment after the school service date;
  - ii. a Teacher has taken leave without pay of more than two Term weeks since the school service date; or
  - iii. the hours which a Teacher has worked at the School have varied since the school service date.

## The King David School Agreement 2023-2025

### 47.3 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

### 47.4 Teachers who commence employment after the commencement of the School year

A Teacher who commences employment after the usual date of commencement in any School year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the School year and will not receive any salary or other payment until the commencement of the next School year.

### 47.5 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two Term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
  - i. at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
  - ii. at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the last school term in that year.

### 47.6 Calculation of payments

$$P = \frac{s \times c}{B} - d$$

P is the payment due

s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.

b is the number of Term weeks, or part thereof in the School year

c is the number of Non-term weeks, or part thereof, in the School year

d is the salary paid in respect of Non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

## The King David School Agreement 2023-2025

- 47.7 For the purpose of this clause:
- a) school service date means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer; and
  - b) Teacher means a Teacher other than a casual Teacher.
  - c) Any period of paid birth related or adoption related leave is not included in the calculation of 's' or 'd' in this formula.
- 47.8 The formula in cl. 47.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School year in which the formula is applied.

### 48 ANNUAL LEAVE LOADING

- 48.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.
- 48.2 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:
- a) at the time that the Teacher is paid annual leave or pro rata annual leave; or
  - b) on the termination of employment by either party.
- 48.3 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{Term weeks worked by the Teacher in that School year}}{\text{Total Term weeks in that School year}}$$

### 49 LONG SERVICE LEAVE

- 49.1 Long service leave is provided by the NES except where this Agreement provides ancillary or supplementary terms.
- 49.2 The NES preserves clause 27 - Long service leave of the *Victorian Independent Schools – Teachers – Award 1998* (AP802001CRV), which in summary provides:
- a) 1.3 weeks' long service leave upon the completion of each year of continuous employment;
  - b) 6.5 weeks' long service leave upon the completion of each subsequent period of 5 years of continuous employment; and
  - c) payment instead of long service leave when employment terminates following the completion of 7 years of continuous employment.
- 49.3 Clause 27 – Long Service leave is reproduced in Schedule C – Long Service Leave to this Agreement.

## The King David School Agreement 2023-2025

### 49.4 Taking Long Service Leave

- i. A Teacher is entitled to take long service leave upon the completion of seven (7) years of continuous employment.
- ii. In consultation about the timing of such leave, the Employer agrees to take into account the Teacher's needs, in so far as they are compatible with the Employer's operational needs.
- iii. The period of long service leave will usually be for a full term. Where a Teacher applies to take long service leave, they must provide six (6) months' notice, except for VCE teachers who must provide one (1) year's notice. The application must be in writing and submitted to the Principal. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- iv. Following consultation between the Employer and the Teacher, a Teacher must take long service leave within three (3) years of the entitlement to long service leave falling due
- v. A Teacher who has completed twenty years' continuous employment must take the second period of long service leave by the end of the twenty-first year of employment

## 50. TERMINATION OF EMPLOYMENT

50.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES

50.2 Notice of termination by the Employer  
Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has been employed for six or more months, the Employer will give seven weeks' notice in writing, with the notice given wholly within the one school term, or payment in lieu.

50.3 Notice of termination by the Employee  
The notice of termination required to be given by a Teacher is the same as that required of the Employer.

50.4 The notice period in this clause does not apply where the Teacher is guilty of serious misconduct.

50.5 Job search entitlement  
Where the Employer has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Teacher after consultation with the Employer.

50.6 Withholding of monies  
If an Employee fails to give the required notice upon termination of employment, the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than two weeks' wages for the Employee.

50.7 Statement of Service  
Upon the termination of employment of a Teacher, the Employer will provide upon the request of the Teacher, a statement of service setting out:

- a) the commencement and cessation dates of employment;
- b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

## The King David School Agreement 2023-2025

### 51 CAMPS

- 51.1 The Employer expects that all Teachers at relevant year levels will attend a camp each School Year.
- 51.2 A Teacher will be entitled to a rest day where they work 6 days in a row inclusive of a camp with a residential component, to be taken the day after the camp finishes.
- 51.3 Any subsequent weekend camps will attract one rest day and one day in lieu.
- a) Staff members must work both Saturday and Sunday to be entitled to a day in lieu per 51.3
  - b) The following employees are not entitled to a day in lieu per cl 51.3 as weekend camps form an inherent part of their duties:
    - i. Camp Coordinator
    - ii. Camp Administrative Assistant,
      - Jewish Life team members, and
      - Senior leadership
- 51.4 From 2023, the Employer will pay a camp allowance of \$100 per night to a Teacher attending a year level or curriculum-based camp. Teachers must be in attendance for at least one full day and night in order for their time to be considered attending a camp.
- 51.5 The camp allowance will increase in February each year over the course of this Agreement at the same percentage increase afforded salaries in February each year as noted in the Agreement.

## **PART 5 CONDITIONS FOR GENERAL STAFF**

### **52 TYPES OF EMPLOYMENT**

52.1 The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee.

#### **52.2 Full Time Employees**

A Full Time Employee is an employee engaged to work 37.5 hours per week or an average of 38 hours per week. .

#### **52.3 Part Time Employee**

- a) A part-time Employee is an employee who is engaged to work less than 37.5 hours per week or an average of less than 37.5 hours per week.
- b) A part-time employee will be paid an hourly rate of 1/37.5th of the weekly rate for the employee's classification
- c) A part time employee's entitlements will be calculated on a pro rata basis.
- d) Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the part time hours required.

#### **52.4 Fixed Term Employee**

- a) The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
  - to replace one or more Employees who are on leave, or are temporarily performing other duties;
  - to undertake a specified project for which funding has been made available;
  - to undertake a specified task which has a limited period of operation; or
  - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- b) A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- c) Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
  - the reason for the fixed nature of the employment;
  - the date of commencement of the employment;
  - the benefits which are applicable under this Agreement; and
  - the rights of any Employee being replaced.
- d) Subject to clause 11 –Minimum Employment Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 58 – Notice of Termination.

## The King David School Agreement 2023-2025

- e) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment);
  - redundancy;
  - paid parental leave
  - examination leave
  - qualification conferral leave
  - tuition fee discount

### 52.5 Casual Employee

- a) The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- b) A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that an Early Childhood Educator working in an out of school hours care program may satisfy the two hours minimum by working one hour before school and one hour after school on the same day.
- c) A Casual Employee will be paid an hourly rate of pay calculated as follows :

$$\frac{\text{Weekly salary for 1st year for the appropriate grade} \times 1.25}{37.5}$$

- d) A Casual is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment;
  - redundancy;
  - remuneration packaging;
  - annual leave or school holidays;
  - leave loading;
  - public holidays;
  - paid personal/carer's leave;
  - paid parental leave;
  - paid compassionate leave;
  - examination leave;
  - qualification conferral leave;
  - performance and conduct management;
  - accident make-up pay;
  - Family Violence Leave; and
  - Tuition Fee Discount



## The King David School Agreement 2023-2025

### 53. LEAVE WITHOUT PAY DURING NON-TERM WEEKS

#### 53.1 Arrangements

An Employee, may be required to take leave without pay during non-term weeks, provided that:

- a) the employee's contract of employment specifies the arrangement in writing;
- b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

#### 53.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

- a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- b) The adjusted annual salary for an employee is:

$$A = \frac{C \times \text{working weeks} + 4 \text{ weeks annual leave } \times P}{52.18}$$

Where:

**A** means the employee's adjusted annual salary

**C** means the annual salary (as contained in clause 11—Minimum wages) for the employee's classification

**Working weeks** means the number of weeks that the employee is required to work

- a) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- b) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause

### 54. CONFIRMATION OF EMPLOYMENT

54.1 A newly engaged Employee or a currently employed Employee undertaking a change of employment status will complete the School's standard employment documents. Upon engagement or upon a change in status, an Employee will be issued with a letter of appointment or confirmation by the Principal stating whether they are full time, part time, fixed term, and the classification and rate of salary applicable on commencement.

54.2 Upon engagement, the employee will be assigned to a campus. However, as the School has multiple campuses, the employee may be required to perform part or all of their work at locations other than the campus they were initially assigned.

## The King David School Agreement 2023-2025

54.3 Upon termination of employment, on request from the Employee, the School will provide the Employee with a statement of service specifying the period of employment, the classification, or type, of work performed and any additional responsibilities or duties undertaken by the Employee.

### **55 HOURS OF WORK**

55.1 The ordinary hours of work for a Full Time Employee will be 37.5 hours per week (exclusive of meal breaks).

55.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

#### 55.3 Spread of Hours

The spread of ordinary hours for an Employee will be 7.00 am to 6.00 pm on any day Monday to Friday inclusive.

#### 55.4 Time for support duties

An Early Childhood Educator is entitled, in addition to the period children attend to adequate time to undertake support duties (e.g. preparation, pack up or other duties in relation to their work with children).

### **55.5 Hours in Excess of Ordinary Hours**

The Employer may ask a Part-Time Employee to work reasonable additional hours.

- i. The employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 55.3, do not result in the employee working more than eight hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- ii. in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked which is time and a half for the first two hours and double time thereafter.
- iii. Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two hours will not apply.
- iv. Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES

### **56 Breaks**

#### 56.1 Meal breaks

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

#### 56.2 Rest Break

At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

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### **57 ROSTERED DAYS OFF**

An employer and employee may agree that the ordinary hours of work provided by clause 55 - Hours of Work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 57.1 The employee will work 150 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 57.2 An employee will accrue 30 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.
- 57.3 Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public or religious holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 55.7.2
- 57.4 Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 57.5 An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 57.6 An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 55.7.2
- 57.7 An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 55.7.2.
- 57.8 Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- 57.9 An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

### **58. TERMINATION OF EMPLOYMENT**

- 58.1 Where the Employer wishes to terminate the employment of an Employee serving a minimum employment period pursuant to clause 11, or an Employee wishes to resign during a minimum employment period, the period of notice is specified by clause 11.
- 58.2 Where the Employer wishes to terminate the employment of an Employee who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the Employee; notice is to be given wholly within the one school term.
- 58.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule E that the Employee would have received by working during the notice period if the Employees employment had not been terminated.
- 58.4 An employee who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing; notice is to be given wholly within the one school term.
- 58.5 In addition to the period of notice specified in 58.2, an Employee over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

## **The King David School Agreement 2023-2025**

- 58.6 The notice period in this clause and in clause 11 – Minimum Employment period do not apply where the Employee is guilty of serious misconduct.
- 58.7 An Employee replacing an Employee granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.
- 58.9 Withholding of Monies  
If an Employee fails to give the required notice upon termination of employment, the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than two week's wages for the Employee.

### **59. CLASSIFICATIONS AND SALARY**

- 59.1 Schedule D sets out the classification structure
- 59.2 Schedule E sets out the rates of pay
- 59.3 Schedule F sets out the allowance payable to Early Childhood Educators who assist in the delivery of the Hebrew Language Program.

### **60. HIGHER DUTIES**

- 60.1 The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 60.2 Subject to clause 61.1, where the Employee performs such duties for one or two days or less and those duties constitute the whole or substantially the whole type of duties that would attract the higher classification, the Employee will be paid an allowance of \$20 per day for the whole period during which the duties are performed.
- 60.3 Subject to clause 61.1 where the Employee performs such duties for three or more days and those duties constitute the whole or substantially the whole type of duties that would attract the higher classification, the Employee will be paid an allowance of \$40 per day for the whole period during which the duties are performed.

### **61 ANNUAL LEAVE**

- 61.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions
- 61.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 61.3 A General Staff Employee, other than Early Childhood Educators employed to work 48 weeks of the year, must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.
- 61.4 Where an Employee has not accrued sufficient annual leave to be taken during the shut down period, the Employee will be entitled to leave which will be unpaid and this period of unpaid leave will be counted as service for all purposes of the Agreement.
- 61.5 Where an Employee takes leave without pay or unpaid personal/carer's leave in excess of 10 working days in any School Year the employee's entitlement to annual leave will be calculated on the basis of one twelfth of that Employee's number of working weeks (excluding paid annual leave already received, periods of leave without pay and unpaid carer's leave).

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### 61.6 Paid leave in advance of accrued entitlement

The Employer may allow an Employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an Employee in excess of the Employee's accrued entitlement, and the Employee subsequently leaves or is discharged from the service of the Employer before completing the required amount of service to account for the leave provided in advance, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.

### 61.7 Cashing out of annual leave

- a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 62.7.
- b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 62.7.
- c) The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- d) An agreement under clause 62.7 must state:
  - i. the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - ii. the date on which the payment is to be made.
- e) An agreement under clause 62.7 must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h) The Employer must keep a copy of any agreement under clause 62.7 as an employee record.

Note 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 62.7.

Note 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 62.7.

### 61.8 Excessive leave accruals: general provision

Note: Clauses 62.8 to 62.10 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- a) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave.
- b) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

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- c) Clause 62.9 sets out how an Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.
- d) Clause 62.10 sets out how an Employee who has an excessive leave accrual may require an Employer to grant paid annual leave requested by the Employee.

### 61.9 Excessive leave accruals: direction by employer that leave be taken

- a) If the Employer has genuinely tried to reach agreement with an Employee under clause 62.8(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- b) However, a direction by the Employer under paragraph (a):
  - i. is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 62.8, 62.9 or 62.10 or otherwise agreed by the Employer and Employee) are taken into account; and
  - ii. must not require the Employee to take any period of paid annual leave of less than one week; and
  - iii. must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - iv. must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 62.9(b)(i).

Note 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### 61.10 Excessive leave accruals: request by employee for leave

- a) If an Employee has genuinely tried to reach agreement with the Employer under clause 62.8(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- b) However, an Employee may only give a notice to the Employer under paragraph (a) if:
  - i. the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - ii. the Employee has not been given a direction under clause 62.9(a) that, when any other paid annual leave arrangements (whether made under clause 62.8, 62.9 or 62.10 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.

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- c) A notice given by an Employee under paragraph (a) must not:
- i. if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 62.8, 62.9 or 62.10 or otherwise agreed by the Employer and Employee) are taken into account; or
  - ii. provide for the Employee to take any period of paid annual leave of less than one week; or
  - iii. provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - iv. be inconsistent with any leave arrangement agreed by the Employer and Employee.
- d) An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- e) The Employer must grant paid annual leave requested by a notice under paragraph (a).

### 62. ANNUAL LEAVE LOADING

62.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' leave.

62.2 An Employee (who takes leave without pay during non-term weeks) who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks} \\ \text{(excluding paid holidays)}}{\text{Number of school's term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

62.3 An Employee (in receipt of 4 weeks annual leave) is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks} \\ \text{(excluding paid holiday periods)}}{48} \times 4$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

62.4 The Employer will pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December.

### 63. LONG SERVICE LEAVE

63.1 An Employee is entitled to long service leave. The *Long Service Leave Act*), as amended from time to time, specifies the entitlement.

63.2 An Employee is entitled to long service leave of 1.3 weeks upon the completion of each year of continuous employment

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- 63.3 an Employee is entitled to an additional six and a half (6½) weeks' long service leave upon the completion of each subsequent period of 5 years of continuous with the Employer.
- 63.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment
- 63.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 63.6 An Employee, whose hours of work have varied during service, is paid at the proportionate rate, calculated by averaging the time fractions over the period of service. However, where the NES provides an employee with a higher payment for long service leave, the NES entitlement will apply.

### 63.7 Portability of Long Service Leave

An Employee who is employed in the Early Learning Centre (other than and Early Childhood Teacher) may apply to have their long service leave transferred in accordance with the Long Service Benefits Portability Act 2018 and subsequent Long Service Benefits Portability Regulations 2020 (VIC).

### 63.8 Taking Long Service Leave

- a) An employee is entitled to take long service leave upon the completion of seven (7) years of continuous employment.
- b) In consultation about the timing of such leave, the Employee agrees to take into account the Employee's needs, in so far as they are compatible with the Employer's operational needs.
- c) The period of long service leave will be not less than one day. Where an Employee applies to take long service leave, they must provide two (2) weeks' notice. The application must be in writing and submitted to the Principal. An application for long service leave that falls outside these requirements will only be considered in special circumstances
- d) Following consultation between the Employer and the Employee, an Employee must take long service leave within three (3) years of the entitlement to long service leave falling due.
- e) An Employee who has completed twenty years' continuous employment must take the second period of long service leave by the end of the twenty-first year of employment



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### **SCHEDULE A CLASSIFICATION STRUCTURE TEACHERS**

#### **1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching**

1.1.1 A Teacher, who has a 4 year approved training course beyond secondary school including teacher training, will commence at Level 1 and, subject to 1.1.2, progresses to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

#### **1.2 Permission to Teach Teachers with the Victorian Institute of Teachers**

1.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

#### **1.3 Early Childhood Teachers**

1.3.1 An Early Childhood Teacher, who has a 4-year approved training course beyond secondary school, including Early Childhood teacher training, will commence at Level 1 and, subject to 1.3.2, progress to Level 11 in annual increments on the anniversary of the Kindergarten Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.3.2 An Early Childhood Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

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### SCHEDULE B RATES OF PAY TEACHERS

#### 1.1 Annual Rate of Pay

The annual rate of pay for a Full Time Teacher will be not less than that prescribed by the following table.

Level	As 3 Feb 2022	As 6 Feb 2023	First full pay 2024	First full pay 2025
		3%	3%	3%
1	75,482	77,746	80,078	82,481
2	78,099	80,442	82,856	85,341
3	82,122	84,586	87,123	89,737
4	84,462	86,995	89,605	92,293
5	87,130	89,744	92,436	95,209
6	90,327	93,037	95,828	98,703
7	93,730	96,542	99,438	102,422
8	97,102	100,015	103,015	106,106
9	100,701	103,722	106,834	110,039
10	104,433	107,566	110,793	114,117
11	113,016	116,406	119,898	123,495

#### 1.2 Weekly Rate of Pay

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

#### 1.3 Annual Leave Loading

The annual rate of pay in 1.1 does not include annual leave loading.

#### 1.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than the rate of pay specified by Victorian Government Schools Agreement.

#### 1.5 Rates of Pay for Positions of Responsibility

The following monetary allowances apply to a position of responsibility for teachers. The nature of the roles for each of the four levels will be outlined annually.

Level	As 3 Feb 2022	As 6 Feb 2023	First full pay 2024	First full pay 2025
1	4,170	4,295	4,423	4,556
2	5,341	5,501	5,666	5,836
3	7,088	7,300	7,519	7,745
4	8,841	9,106	9,379	9,661
5	9,966	10,265	10,573	10,891

1.5.2 Where the position of responsibility is shared, the rate of pay will be shared.

**SCHEDULE C                      LONG SERVICE LEAVE**

**AP802001CRV - Victorian Independent Schools - Teachers - Award 1998**

**27. LONG SERVICE LEAVE**

*[27 see also Common Rule Declaration [PR953700](#) appended to this award]*

**27.1 Preamble**

A teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

**27.2 Entitlement**

**27.2.1** A teacher who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

**27.2.2** A teacher is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

**27.3 Termination of employment**

**27.3.1** A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under 27.2.1 and 27.2.2.

**27.3.2** A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the teacher's continuous employment.

**27.3.3** If a teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of long service not taken to the teacher's personal representative.

**27.3.4** Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under 27.3.3) will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to 27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equalling one fortieth of such fractional period.

**27.3.5** Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher's personal representative a sum equal to the amount of the teacher's ordinary pay for the period equalling one fortieth of the teacher's fractional employment.

**27.4 Payment in lieu**

**27.4.1** Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a teacher or the teacher's personal representative.

**27.4.2** Except as provided in this clause, a teacher or a teacher's personal representative will not accept payment in lieu of any long service leave or part thereof.

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### 27.5 Illness on long service leave

**27.5.1** Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

**27.5.2** Subject to 27.5.1, the teacher's long service leave will be extended by the period of illness.

**27.5.3** An exception to 27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

### 27.6 Mode of employment and payment

**27.6.1** A teacher whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the teacher's normal salary.

**27.6.2** Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

#### (a) Service prior to 1 February 1997

- (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- (iv) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

#### (b) Service from 1 February 1997

A teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the teacher's time fractions over the period of eligible service.

### 27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

## SCHEDULE D – CLASSIFICATION STRUCTURE GENERAL STAFF

### 1.1 General Classification Principles

1.1.1 Positions for an Employee engaged as a School Assistant and as an Early Childhood Educator will be classified in accordance with the following criteria.

1.1.2 A position need not involve all the duties listed as 'typical' of the grade nor are the typical duties the only ones which may be required.

### 1.2 Classification Structure

#### 1.2.1 Grade 1

a) Positions for which qualifications are not required:

- Early Childhood Educator
- Library Assistant
- Audio Visual Assistant
- Laboratory Assistant
- Teacher Aide (including Integration Aide)

b) Characteristics

It is characteristic of this classification that the Employee may be required to perform any combination of a wide range of routine functions under reasonably close supervision. The Employee must have a good understanding of the policies and procedures of the Employer and assist in their implementation.

c) Typical Duties

The duties of positions at this grade may include some or all of the following:

i. Early Childhood Educator

Must have a comprehensive knowledge of the Education and Care Services National Regulations 2011, the Education and Care Services National Law Act 2010, the National Quality Framework, and the Victorian Early Years Learning and Development Framework, and the Framework for School Age Care in Australia ) and successor legislation and adhere to requirements at all times; assist in the implementation of the daily routine; have a good understanding of and participate when required in emergency procedures; assist with preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities; attend to the physical, social and emotional needs of children on an individual and group basis; achieve a warm and friendly relationship with children that is supportive and responsive to their needs; assist in developing good relations with families; work positively and appropriately with all staff and parents, outside agencies and the employer in the provision of services.

ii. Library Assistant

Processing books (marking, covering, repairing and shelving); sorting catalogue cards; accessioning; recording library statistics; participation in stocktaking; assisting in preparing display and graphic material; assisting with circulation systems; following up overdue loans; general typing and photocopying

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### iii. Audio Visual Assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control & operation of audio-visual equipment of the school, e.g. assisting with audio & video recording

### iv. Laboratory Assistant

Routine tasks including simple maintenance of equipment and materials; care of fauna and flora; setting up less complex experiments such as are typically conducted at Years 7-10 general science; preparation of teaching aids under direction; preparation of standard solutions

### v. Teacher Aide

Provision of general assistance of a supportive nature for teaching staff as directed including: assist with the collection, preparation and distribution of teaching aids; maintain records of books and materials distributed; assist with clerical duties associated with normal classroom activities e.g. pupil records, collections, etc; collect and distribute stock and equipment; assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

## 1.2.2 Grade 1A

- a) Positions, the occupants of which are required by the Employer to complete a relevant post-secondary course of study and require routine supervision.
- Early Childhood Educator (Certificate II)
  - Library Technician in-training
  - Audio Visual Technician in-training
  - Laboratory Technician in-training

## 1.2.3 Grade 2

- a) Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification
- Early Childhood Educator (Certificate III)
  - Library Technician
  - Audio Visual Technician
  - Laboratory Technician
- b) Characteristics  
It is characteristic of this classification that the Employee may be required to perform any combination of a wide range of routine functions under general direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.
- c) Typical Duties  
In addition to some or all Grade 1 duties, the duties of positions at this grade may include some or all of the following:
- i. Early Childhood Educator (Certificate III)  
Undertake general observations of children, and report findings to the teacher as appropriate; assist in working with individuals and small groups of children, both spontaneous and organised; undertake professional development related to work which may include on-the-job and/or off site support; foster cognitive development in children.

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### ii. Library Technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as: assisting teachers and students to use the catalogue and/or locate books and resource materials; explaining the function and use of the library and library equipment to students; under direction, assist teaching staff to take story groups; searching and identifying fairly complex bibliographic material; simple copy cataloguing; filing catalogue cards; organising inter-library loans; answering ready-reference enquiries; supervising dispatch and recovery of damaged books to and from commercial binders.

### iii. Audio Visual Technician

Performing responsible tasks associated with the efficient operation of an audiovisual section including such tasks as: operating and maintaining a wide range of equipment; demonstrating and explaining the operation of equipment; providing general technical support for teaching staff; reproducing materials by means of sound and photographic equipment, etc; evaluating and making recommendations for purchase

### iv. Laboratory Technician

Performing responsible tasks associated with the efficient operation of an the laboratory/s including such tasks as: manufacturing and servicing equipment; implementing measures for proper storage control and handling or disposal of dangerous or toxic substances; culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances; ordering supplies and materials

## 1.2.4 Grade 3

a) Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2, an additional year of post-secondary qualification.

- Early Childhood Educator (Diploma in Children's Services)
- Senior Library Technician/Librarian
- Senior Audio Visual Technician
- Senior Laboratory Technician

b) Characteristics

It is an essential characteristic of an Employee at this grade that such Employee is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of an Employee classified at Grade 1 or 2.

c) Typical Duties

In addition to some duties specified for lower grade positions, the duties of positions at this grade may include some or all of the following:

#### i. Early Childhood Educator (Diploma in Children's Services)

Undertake detailed written observations of children as required; use observations and records to actively assist in the development and implementation of aspects of the program as required.

#### ii. Senior Library Technician/Librarian

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Performing responsible tasks associated with the efficient operation of a library including such as: preparing descriptive cataloguing for library materials; supervising the operation of circulation systems; answering reference and information enquiries other than ready reference; assisting in evaluating and selecting equipment and supplies; providing guidance in the use of information systems; supervising staff; arranging in-service training of para-professional and unqualified staff where appropriate; in-charge of an identifiable functional unit (eg. Audio-visual); selection and ordering of periodicals; liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials.

### iii. Senior Audio Visual Technician

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower grade positions, and in addition some or all of the following: production of resource material, eg multi-media kits, video and film clips; teaching skills to teachers and individual students; maintaining security of equipment and materials; budgeting; liaison with heads of department on curriculum; organising resources material; developing borrowing strategies; supervising staff

### iv. Senior Laboratory Technician

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower grade positions, and in addition some or all of the following: provision of technical assistance and advice as requested; assist in the planning and organisation of laboratories and field work; supervision of staff; testing of experiments; demonstrating experiments (with teaching staff); responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances.

## 1.2.5 Grade 4

- a) It is an essential characteristic of an Employee at this grade that such Employee is required to work largely independently and has ultimate responsibility for planning and executing tasks
- Preschool Room Leader
  - Senior Library Technician/Librarian
  - Senior Audio Visual Technician
  - Senior Laboratory Technician
- b) Characteristics and duties as for Grade 3, but must be directly supervising at least one full-time staff or at least two staff if any are part-time.

## 1.2.6 Grade 5

Characteristics and duties as for Grade 4, however,

- a) the role is managerial in nature and must be directly supervising at least two full-time staff or at least three staff if any are part-time; and
- b) the duties require, in addition to the knowledge and skills required at Grade 4, an additional year of post-secondary qualification.
- Early Childhood Educator (Bachelor of Early Childhood Education)



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### 1.3 Commencement Arrangements Preschool Assistants

#### 1.3.1 An Early Childhood Educator

- a) who is untrained, will be classified at Grade 1. Upon commencement of employment, the untrained Preschool Assistant will be classified at subgrade 1.1 and will be able to progress within Grade 1 to subgrade 1.5.
- b) who has completed a relevant AQF Certificate II, will be classified at Grade 1A. Upon commencement of employment, the Early Childhood Educator will commence at subgrade 1A.1 and progress within grade 1A to subgrade 1A.2.
- c) who has completed a relevant AQF Certificate III will commence at Grade 2. Upon commencement of employment, the Early Childhood Educator will commence at subgrade 2.1 and progress within Grade 2 to subgrade 2.6.
- d) who has completed a Diploma in Children's Services will commence at Grade 3. Upon commencement of employment, the Early Childhood Educator will commence at subgrade 3.1 and progress within Grade 3 to subgrade 3.6

#### 1.3.2 Incremental advancement Early Childhood Educators

- a) Advancement to the next increment within the Grade will take place on the anniversary of the Early Childhood Educator's first appointment or in the case of non-continuous service, after the equivalent of a School Year.
- b) An Early Childhood Educator employed for 50 per cent or less of a full-time working hours will be required to complete 24 months' service before advancement.

#### 1.3.3 Completion of Additional Qualifications Early Childhood Educators

- a) Upon completion of a relevant AQF Certificate II, an Early Childhood Educator at Grade 1 will progress automatically to subgrade 1A.1 of Grade 1A.
- b) Upon completion of a relevant AQF Certificate III, an Early Childhood Educator at Grade 1 or Grade 1A will progress automatically to the equivalent subgrade in Grade 2.
- c) Upon completion of a Diploma in children's services, an Early Childhood Educator at Grade 2 will progress automatically to subgrade 3.1 of Grade 3, or, where the an Early Childhood Educator t was at subgrade 2.6, will progress to subgrade 3.2 of Grade 3.
- d) Progression beyond Grade 3 is not automatic and will only occur upon reclassification of the employee's role

### 1.4 Commencement arrangements School Assistants

#### 1.4.1 Upon commencement

- (a) A School Assistant will be classified according to the classification of the position and years of experience.
- (b) A School Assistant employed in a position that is not included in the classification structure is entitled to be classified at Grade 1, as a minimum.

#### 1.4.2 Incremental advancement School Assistants

- a) Advancement to the next increment within the Grade will take place on the anniversary of the School Assistant's first appointment or in the case of non-continuous service, after the equivalent of a School Year.
- b) A School Assistant employed for 50 per cent or less of a full-time working hours will be required to complete 24 months' service before advancement
- c) Progression beyond Grade 3 is not automatic and will only occur upon reclassification of the employee's role

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**SCHEDULE E - RATES OF PAY GENERAL STAFF**

A full-time adult Employee in receipt of four weeks' annual leave will be paid not less than the following rates of pay according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule D – Classifications General Staff to this Agreement.

	<b>As 3 Feb 2022</b>	<b>As 6 Feb 2023</b>	<b>First full pay 2024</b>	<b>First full pay 2025</b>
<b>Grade 1</b>				
1.1	<b>50876</b>	<b>52402</b>	<b>53974</b>	<b>55593</b>
1.2	<b>51903</b>	<b>53460</b>	<b>55064</b>	<b>56716</b>
1.3	<b>52947</b>	<b>54535</b>	<b>56171</b>	<b>57856</b>
1.4	<b>53926</b>	<b>55544</b>	<b>57210</b>	<b>58926</b>
1.5	<b>54979</b>	<b>56629</b>	<b>58328</b>	<b>60077</b>
<b>Grade 1A</b>				
First Year	<b>55470</b>	<b>57134</b>	<b>58848</b>	<b>60613</b>
2+ Years	<b>56342</b>	<b>58032</b>	<b>59773</b>	<b>61566</b>
<b>Grade 2</b>				
2.1	<b>57211</b>	<b>58927</b>	<b>60695</b>	<b>62516</b>
2.2	<b>58238</b>	<b>59986</b>	<b>61785</b>	<b>63639</b>
2.3	<b>59263</b>	<b>61040</b>	<b>62872</b>	<b>64758</b>
2.4	<b>60111</b>	<b>61914</b>	<b>63771</b>	<b>65685</b>
2.5	<b>61135</b>	<b>62969</b>	<b>64858</b>	<b>66804</b>
2.6	<b>62161</b>	<b>64026</b>	<b>65946</b>	<b>67925</b>
<b>GRADE 3</b>				
3.1	<b>62161</b>	<b>64026</b>	<b>65946</b>	<b>67925</b>
3.2	<b>63394</b>	<b>65296</b>	<b>67255</b>	<b>69272</b>
3.3	<b>64190</b>	<b>66116</b>	<b>68099</b>	<b>70142</b>
3.4	<b>65430</b>	<b>67393</b>	<b>69415</b>	<b>71497</b>
3.5	<b>66181</b>	<b>68167</b>	<b>70212</b>	<b>72318</b>
3.6	<b>67415</b>	<b>69437</b>	<b>71520</b>	<b>73666</b>
<b>GRADE 4</b>				
4.1	<b>68763</b>	<b>70826</b>	<b>72951</b>	<b>75139</b>
4.2	<b>70138</b>	<b>72242</b>	<b>74410</b>	<b>76642</b>
4.3	<b>71237</b>	<b>73374</b>	<b>75576</b>	<b>77843</b>
4.4	<b>72662</b>	<b>74842</b>	<b>77087</b>	<b>79400</b>
4.5	<b>74115</b>	<b>76339</b>	<b>78629</b>	<b>80988</b>
4.6	<b>75598</b>	<b>77865</b>	<b>80201</b>	<b>82607</b>
<b>Grade 5</b>				
5.1	<b>77109</b>	<b>79423</b>	<b>81805</b>	<b>84260</b>
5.2	<b>78652</b>	<b>81011</b>	<b>83442</b>	<b>85945</b>
5.3	<b>80225</b>	<b>82631</b>	<b>85110</b>	<b>87664</b>
5.4	<b>81829</b>	<b>84284</b>	<b>86813</b>	<b>89417</b>
5.5	<b>83466</b>	<b>85970</b>	<b>88549</b>	<b>91205</b>

The King David School Agreement 2023-2025


**SCHEDULE F**

**ALLOWANCES FOR HEBREW LANGUAGE PROGRAM**


A full-time Early Childhood Educator who is required by the Employer to deliver the Hebrew language program in the Preschool Program will be paid not less than the following annual allowances for providing instruction to ELC classes.

	<b>3 Feb 2022</b>	<b>6 Feb 2023</b>	<b>First full pay 2024</b>	<b>First full pay 2025</b>
<b>\$1500 Base</b>	<b>1500</b>	<b>1500</b>	<b>1500</b>	<b>1500</b>
<b>Per Class</b>	<b>1006</b>	<b>1036</b>	<b>1067</b>	<b>1099</b>
<b>Total 1 Class</b>	2506	2536	2567	2599
<b>Total 2 Classes</b>	3512	3572	3634	3698
<b>Total 3 Classes</b>	4518	4608	4701	4797
<b>Total 4 Classes</b>	5524	5644	5769	5897
<b>Total 5 Classes</b>	6530	6681	6836	6996
<b>Total 6 Classes</b>	7536	7717	7903	8095

Signed for and on behalf of The King David School Holdings Ltd ACN 005 454 704 and The King David School ELC Limited ACN 614 135 787

Signed: Marc Light  
Date: 7/12/2022  
Name in full (printed): MARC LIGHT  
Position title: PRINCIPAL  
Authority to sign explained: EMPLOYER REPRESENTATIVE  
Address:   
Witnessed by: \_\_\_\_\_  
Witness name in full: \_\_\_\_\_  
Witness address: \_\_\_\_\_

**EMPLOYEE REPRESENTATIVE**

Signed: J Baigel  
Date: 7/12/2022  
Name in full (printed): Justin Baigel  
Position title: LAL Sport & PE  
Authority to sign explained: Employee Representative  
Address:   
Witnessed by: \_\_\_\_\_  
Witness name in full: \_\_\_\_\_  
Witness address: \_\_\_\_\_

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:** AG2022/5131

### **Applicants:**

The King David School Holdings Ltd  
The King David School ELC Limited

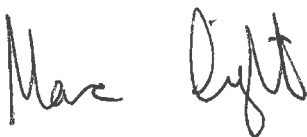
Section 185 – Application for approval of a single enterprise agreement

## **Undertakings- Section 190**

I, Marc Light, Principal of The King David School Holdings Ltd (ACN 005 454 704) and The King David School ELC Limited (ACN 614 135 787) give the following undertakings with respect to the King David School Agreement 2023 - 2025 ("the Agreement")

1. The rates of pay for casual teachers will be equal to or greater than the rate prescribed in clause 17.5 of the Educational Services (Teachers) Award 2020.
2. No Teachers will be employed under the Agreement to perform work in an Early Learning Centre which operates for 48 or more weeks per annum.

Signed for and on behalf of The King David School Holdings Ltd and The King David School ELC Limited



Marc Light  
Principal  
19 December 2022

# Contact the IEU

## STREET ADDRESS

120 Clarendon Street, Southbank, Victoria 3006

## POSTAL ADDRESS

PO Box 1320, South Melbourne, Victoria 3205

## TELEPHONE

(03) 9254 1860

## FREECALL

1800 622 889 (Country Members)

## EMAIL

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[www.ieuvictas.org.au](http://www.ieuvictas.org.au)

## SOCIAL MEDIA

@ieuvictas



**Join the IEU  
online today**

[ieuvictas.org.au/join](http://ieuvictas.org.au/join)

# **This Agreement was won through the solidarity and collective strength of IEU members in this workplace.**

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

